Fill	in this infor	rmation to identify	the case:								
Debt	tor 1	Michael C Boyle									
Debt (Spor	tor 2 use, if filing)										
Unit	ed States Baı	nkruptcy Court for the	e : <u>Middle</u>	District of	Pennsylvania (State)						
Case	e number	5:18-bk-04529-HWV	,		_						
Of	ficial E	orm 410S1				-					
			none D	overant C	hongo						
	otice	or wort	gage Pa	ayment C	nange		12/15				
prin	cipal reside	ence, you must use	this form to giv		ges in the installmen	laim secured by a securit t payment amount. File tl tcy Rule 3002.1.					
Name of creditor:		individua	: Wilmington Savings Fund Society, FSB no individually, but solely as trustee for Residential Mortgage Aggregation Trust			<b>o</b> . (if known): <u>10</u>					
		its of any number the debtor's acco		(X7530	Date of payme Must be at least this notice	ent change: 21 days after date of	12/1/2023				
Par	t 1: Esc	erow Account Pa	vment Adiustr	nent	<b>New total pays</b> Principal, interes	ment: t, and escrow, if any	<u>\$1,403.08</u>				
1.			-		ment?						
<ul> <li>Will there be a change in the debtor's escrow account payment?</li> <li>No</li> <li>Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. E for the change. If a statement is not attached, explain why:</li> </ul>											
	Current	t escrow payment:	\$		New esc	row payment : \$					
Par	t 2: Mor	rtgage Payment	Adjustment								
2.		Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?									
	□ No ☑ Yes Atta explair	nonbankruptcy law. If a n	notice is not attached,								
	Curre	ent interest rate:		<u>7.25000</u> %	New inte	rest rate: <u>7.50000</u> 9	6				
	Curre	ent principal and in	terest payment:	\$ <u>1,066.42</u>	New prin	cipal and interest payme	ent: \$ <u>1,094.88</u>				
Par	t 3: Oth	her Payment	Change								
3.	Will there	be a change in th	ne debtor's mo	rtgage payment fo	r a reason not liste	ed above?					

☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement.

New mortgage payment:

(Court approval may be required before the payment change can take effect.)

Reason for change: \_

**Current mortgage payment:** 

Debtor 1

Part 4: Sign Here The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number. Check the appropriate box. ☐ I am the creditor.  $\ensuremath{\boxtimes}$  I am the creditor's authorized agent I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief. X /s/Reka Beane 10/30/2023 Date Signature Print: Reka Beane Title Authorized Agent for Creditor First Name Middle Name Last Name Company McCalla Raymer Leibert Pierce, LLC Address 1544 Old Alabama Road Number Street Roswell GΑ 30076 State ZIP Code City Contact phone 954-332-9370 Email Reka.Beane@mccalla.com

Bankruptcy Case No.: 5:18-bk-04529-HWV

Chapter: 13

Michael C Boyle Judge: Henry W. Van Eck

# CERTIFICATE OF SERVICE

I, Reka Beane, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Michael C Boyle 1778 Newton Ransom Blvd. Clarks Summit, PA 18411

Brian E Manning (Served via ECF at BrianEManning@comcast.net)

The Law Office of Brian E. Manning

800 Johnson Ave.

In Re:

Dickson City, PA 18519

Jack N Zaharopoulos, Trustee (Served via ECF Notification)

Standing Chapter 13 Trustee 8125 Adams Drive, Suite A Hummelstown, PA 17036

United States Trustee (Served via ECF Notification)

US Courthouse 1501 N. 6th St Harrisburg, PA 17102

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 10/31/2023 By: /s/Reka Beane

(date) Reka Beane

**Authorized Agent for Creditor** 



1601 LBJ Freeway Suite 150 Farmers Branch, TX 75234

08/14/2023

MICHAEL C BOYLE 1778 NEWTON RANS CLARKS SUMMIT, PA 18411-9677



Your Payment and Interest Rate will Increase

Account Number#

Property address: 1778 NEWTON RANSOM B

CLARKS SUMMIT, PA 18411

Dear Homeowner (s):

Per the terms of your modification agreement, your interest rate will change to 7.50000%% Effective 11/1/2023. This change in your interest rate will result in a new monthly payment of \$1,094.88 and your first payment at the new adjusted level is due 12/1/2023.

The table below shows the schedule of adjustments to your new interest rate and estimated future changes to your monthly mortgage payment.

Interest Rate	Interest Rate Effective Date	Monthly P&I	Estimated Monthly Escrow Payment	Total Monthly Payment	Payment Due Date
7.50000%	11/1/2023	\$1,094.88	\$308.20	\$1,403.08	12/1/2023

Your monthly payment includes an escrow amount for property taxes, hazard insurance and other escrowed expenses (if applicable), which, if they increase, may also increase your monthly payment. The escrow payment amounts shown are based on current data and represent a reasonable estimate of expenditures for future escrow obligations; however escrow payments may be adjusted periodically in accordance with applicable low. Your total month payment is calculated by adding the principal, interest and escrow.

If you have any questions or anticipate challenges paying your new monthly payment. Please contact our customer service by calling (800) 495-7166.

If you were modified under the Home Affordable Modification Program (HAMP), your interest rate will increase by up to 1% per year until it reaches its cap, which was the market rate of interest being charged by mortgage lenders on the day the modification agreement was prepared. Once the interest rate reaches the cap, it will be fixed for the remaining life of the loan. You may also contact the Homeowner's HOPE<sup>tm</sup> Hotline by calling 1-888-995-HOPE. The Hotline can help with questions about your HAMP modification and offers access to free HUD-approved counseling services in English or Spanish (other languages are available on request). It is available 24hours a day/7days a week.

ACH Debit Borrowers: You have previously authorized by Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing LLC, at least three (3) business days prior to your next scheduled debit.



Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

### **CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### IMPORTANT BANKRUPTCY NOTICE

**Bankruptcy (if applicable)** - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

#### **NOTICE TO CUSTOMERS**

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC

Attn: Customer Service Departmentc/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday, Operating hours are Central Time.

### **MINI MIRANDA**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

## U.S. Department of Housing and Urban Development (HUD)

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

For a list of homeownership counselors or counseling organizations in your area contact:

- The Consumer Financial Protection Bureau: consumerfinance.gov/find-a-housing counselor
- The Department of Housing and Urban Development (HUD): https://hudgov-answers.force.com/housingcounseling/s/ or by calling (800) 569-4287 or TDD (800) 877-8339

### **EQUAL CREDIT OPPORTUNITY ACT NOTICE**

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the

applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

**SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)** - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <a href="http://legalassistance.law.af.mil.content/locator.php">http://legalassistance.law.af.mil.content/locator.php</a>.

### PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

**Disputed Debts**: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

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